



HUGH MORTON AMPHITHEATER AT GREENFIELD LAKE GENERAL POLICIES

Philosophy

The Hugh Morton Amphitheater at Greenfield Lake is a public assembly venue. The facility is operated for the recreation and entertainment needs of the people of Wilmington and the surrounding region, and is provided as a venue for performances, programs, exhibitions, festivals, and other activities that are in the interest of the community.

In determining approval of an application to use the amphitheater, the following criteria may be taken into consideration:

- Nature and character of the proposed event
- Character and financial condition of the applicant (the City shall reserve the right to request financial statements and references)
- Demonstrated ability of the applicant to properly and professionally manage the proposed event
- Potential risk of damage to the facility resulting from the event

Booking Policies

All potential licensees shall complete an application for use in order to be considered for booking. If the application is rejected, the applicant will be notified in writing. The reason(s) for rejection will be stated. If the application is approved, a “hold” for a particular date(s) at the facility will be considered tentative until a deposit equal to 50% of the use fee is received. The hold will remain on the calendar until another request for the same date is received. The initial applicant will be contacted to confirm the reservation by paying the required deposit amount within 48 hours, or to relinquish the date.

All holds that have not been confirmed by payment of deposit will be cleared from the calendar after sixty (60) days.

A hold does not constitute a binding agreement for a licensee to use the Hugh Morton Amphitheater. At the time the deposit is received, a contract for use will be prepared. Original contracts will be prepared by the City’s Community Services Department and executed by the City Manager. The contract will include rental fee information,

insurance requirements, event date, facility contact information, exact event requirements with regard to utilities and equipment, facility use restrictions, ticket sales information, and any other special notes regarding the event.

The required deposit for events at the Greenfield Amphitheater is 50% of the usage fee and shall be due ten days prior to the event. There are no refunds of deposits. If the licensee cancels an event, the City will allow the payment to hold a future date up to one year from the original date. After one year, the deposit will no longer be valid.

Holds may not be transferred from one individual or group to another party. All holds, payment for holds, and deposits will be collected by the City. Individuals or groups will be limited to 25 holds over a 12 month period. An individual or group may only have one hold per date.

Booking Policies- Fourth Wednesday in May through Last Sunday in June

The Hugh Morton Amphitheater is the longtime home to Cape Fear Shakespeare Ltd., which hosts productions each June. Priority will be given to the scheduling needs of Cape Fear Shakespeare, Ltd., for Shakespeare on the Green annually beginning the fourth Wednesday of May through the last Sunday in June for set up and performance, with the following conditions:

- Cape Fear Shakespeare, Ltd., annually, will complete a license agreement for the facility, which will specify their allotted dates, no later than April 30 of each year.
- Sets will be constructed in a manner that will allow them to be taken down and stored as needed, and provisions made to store any other associated equipment, to allow for other events at the facility.

Other events may be booked at the facility during this period under the following conditions:

- A total of four dates will be made available for concerts during Cape Fear Shakespeare's allotted time at the facility. A maximum of two of these dates may be on Fridays/Saturdays, with the remainder of the dates to be held Sundays through Thursdays.
- Holds for these dates will be issued in the same manner as any other time of year.
- Allocation of these dates will be on a first come, first serve basis, following the booking procedures set forth in these policies.
- In an effort to provide adequate time for Shakespeare on the Green event promotion, all events scheduled by organizations other than Cape Fear Shakespeare, Ltd., occurring during Cape Fear Shakespeare's allotted dates, must be confirmed no later than April 15 of the of the same calendar year. At this time, a master schedule for the facility will be created.
- The City of Wilmington Community Services Department will be solely responsible for issuing holds and reservations for the facility.

Fees

User costs vary depending upon the nature of the user. Users are identified as private/commercial/for profit groups or nonprofit groups. **Nonprofits** must be able to produce proof of such designation, such as the organization's 501-C(3) number. A **private/commercial/for profit** group is a private event to which the general public is not permitted ingress, or for-profit business in which door admission fees are collected or a commercial product is sold. In recognition of frequent or long term users, a licensee discount is applied to organizations booking a minimum of three events per calendar year or organizations entering into multi-year agreements with the City. The minimum term required to qualify for a licensee discount is five years.

- **Nonprofit** \$600 per date, plus \$20/hour attendant fee
- **Private/Commercial/For profit** \$900 per date, plus \$20/hour attendant fee
- **Frequent/ Long-term User Discount** \$700 per date, plus \$20/hour attendant fee
- **Ticket Surcharge*** \$.50 per ticket for nonprofit; \$1.00 for private/commercial/for profit

***Ticket Surcharge**

Pursuant to the revised City of Wilmington Fee Schedule adopted July 1, 2012, a surcharge of \$1.00 (private/commercial/for profit organizations) or \$.50 (nonprofit organizations) will be collected by licensee for each ticket sold for licensed events. The submission of a statement reflecting ticket sales from any and all ticket agents used for event will be required. The collection and submission of all ticket stubs may be required if requested by licensor. The surcharge amount due will be determined by the City of Wilmington based on ticket sales, and payment will be due upon fulfillment of contract.

Capacity

Maximum capacity for the Amphitheater is 1200 patrons (approximately 900 in seating area and 300 standing room only). Failure to adhere to this policy will result in the loss of privilege for use of this facility.

Security

The licensee shall assume the cost of event security. The City may determine the number of security personnel required for each event. Acceptable security personnel include the Wilmington Police Department, New Hanover County Sheriff Deputies or

private security firms duly licensed by the State of North Carolina. A copy of security contracts, public or private must be submitted to The City prior to execution of a license to use the facility.

Event Staff

Additional event staff costs are assumed by the licensee. The City shall determine the amount and type of support staff necessary for each event. These may include:

- Ushers/gate staff
- Box office personnel
- Clean up crew
- Medical personnel

A City staff person shall be present on site for each event to open and close the facility.

Concessions

Concessions, including alcohol sales are exclusively operated and provided by the City. The City retains all concession rights. The City shall provide to the licensee 20% of the net profit from all sales. Special rates apply to frequent or long term users, who will receive 35% of the net profits from all sales and to high volume users, who will receive 50% of the net profits from all sales. High volume users must meet or exceed \$45,000 in annual gross concession receipts. Revenue distributions will be made to the licensee within 10 business days with the exception of high volume users. Those organizations will receive revenues by December 31 of the calendar year in which the revenues were collected.

No outside food or beverage may be brought by patrons into the amphitheater proper with the exception of free Cape Fear Shakespeare performances to which patrons may bring food and nonalcoholic beverages. Coolers are NOT permitted. Outside food vendors, who have current food service permits issued by the state of North Carolina may be permitted pending approval from the New Hanover County Health Department and by the Director Community Services.

Cape Fear Shakespeare is authorized to sell concessions items, excluding alcoholic beverages, during their performances under the condition that they will comply with all applicable federal, state and local standards, regulations, laws, statutes and ordinances. It is the responsibility of Cape Fear Shakespeare to provide their own concessions equipment(including, but not limited to; tents, tables, coolers).

The on-site concessions facilities and equipment will be reserved for City use only, unless authorized by the City Manager or his designee.

Insurance

All events will require LICENSEE shall maintain Commercial General Liability (CGL) and Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Proof of insurance must be submitted for each date or event scheduled. The City reserves the right to augment the amount depending upon the nature of the event.

Prohibited Equipment/Facility Modifications

Temporary or permanent alterations of the facility in any way, including nails or other things driven into the building, adjustments to electrical power or modifications to the stage area, dressing rooms or technical booth, is prohibited unless written authorization has been obtained from the Director of Community Services or his designee. The use of any electrical, mechanical, or structural equipment not furnished by the City is prohibited unless approved by the Director of Community Services or his designee. Licensee will be responsible for cost incurred to repair/replace any damages to City facilities, structures, or landscape.

Equipment Left on Site

Licensees who have a Fiscal Year License agreement in place will be allowed to store equipment between shows, in areas designated by the Community Services Department. Any equipment left on site, beyond the terms of the agreement, will be the responsibility of the licensee. The licensee will hold the City of Wilmington harmless in the event of theft/damage to said equipment.

Use of Space

Licensee shall only have use of the space for which a contract was granted. Unauthorized use of any facilities on the park grounds or public right-of-way for which authorization was not specified may result in immediate suspension of the use of the facility.

Multi Day Events

In the case of multi day events, equipment may be left on site overnight. In this event, the licensee shall be responsible for said equipment. Licensed security staff may overnight at the facility to insure no damage/theft occur. The City of Wilmington is in no way responsible for this equipment, and will not provide overnight security services.

Noise

In an effort to minimize the noise impact on the surrounding community, the Hugh Morton Amphitheater restricts audio levels at all events to 101dB(C weighted) SPL (from a specified point, approximately 45 feet from the stage). Audio levels may be measured & monitored by City staff at any time. Audio levels are measured in 5 minute averages and are monitored at the specified point in real time.

Music shall cease by 10:00pm on Friday and Saturday and 9:00pm Sunday through Thursday. It is the Licensee's responsibility to see that noise level regulations are not violated. Sunday events must commence after 1:00 pm unless previously approved by the Director of Community Services. Sound checks may not begin until after 12:00 pm, or 2:00pm on days when school is in session. The Licensee shall be subject to the general prohibitions of the City's noise ordinance. The licensee is requested to consider the surrounding residential area when planning musical entertainment. Any noise or activity that constitutes a disturbance to occupied neighboring property is subject to enforcement if the noise exceeds levels set forth in the City's ordinance.

Parking

Parking at the amphitheater is limited. Large scale event organizers may be required to submit a detailed parking plan to the City which shall address the physical limitations of the site and the strategy the organizer will utilize to control the overflow of traffic, bearing in mind the site is located in a residential neighborhood and being respectful of such. Licensees must submit a written application to the City in order to collect payment for premier parking which shall include a site plan which demonstrates percentage of paid parking to fee parking. A minimum of 80% of available parking must be free at all events. Only monetary payment for preferred parking may be received.

Patrons are asked to respect the grounds and their fellow patrons. All patrons are asked to adhere to park ordinances and engage in behavior that helps to ensure a safe and enjoyable environment for everyone. Patrons should observe the directions of parking attendants and event staff. Blocking or "saving" spaces is not permitted. Tents, grills and alcohol are all prohibited in the parking area.

Pets

Pets, with the exception of certified service animals, are not permitted at the amphitheater.

Clean up

Unless otherwise specified in the licensee's contract, clean up of the stage, stage house, seating area, grounds and parking area shall be the responsibility of the licensee. The parking area includes any public right of way, or any public or private property that is on or adjacent to areas where patrons parked for event. Clean up activities shall be

completed by 12:00pm the day following the event. The licensee shall submit a five hundred (\$500) dollar clean-up deposit to the City which will be forfeited if the licensee fails to clean-up the premises after its use. If the actual costs to clean-up the premises incurred by the City exceeds the \$500 deposit, the City will bill licensee for the additional costs.

Cancellation of an event

If an event is cancelled by the City or the licensee due to inclement weather or because of an act of God, a date mutually agreed upon between the City and licensee will be scheduled for the event at no additional charge. However, out-of-pocket expenses incurred by the City such as staff, utility or equipment charges will be paid by the licensee. If no mutually agreed upon date can be reached, the City will refund to the licensee the payment, after deducting any out-of-pocket expenses.

In the event of a cancellation, it will be the responsibility of the licensee to make all necessary arrangements to notify the public of the details of the cancellation, including contacting the media. Any tickets that have been pre-sold may only be refunded from the original location where the tickets were purchased. No refunds may be made at the facility, unless tickets were sold from that location.

Administrative Clarification

All matters not expressly provided for in these guidelines shall be at the discretion of the City Manager and any required policy clarification shall be administered by the City Manager or his designee. The City Manager shall at all times have complete authority over regulations governing the operations of the Greenfield Amphitheater.

Miscellaneous Regulations

1. No bottles or other glass containers or coolers are permitted in the facility.
2. Consumption of alcohol outside of facility proper, including all parking areas, public right of ways and other areas of Greenfield Lake, is prohibited.
3. The City Manager or an authorized representative shall have the authority to remove any person from the property for violating any regulations in this document, or other City laws, or for any behavior that threatens the facility, its staff or other guests.
4. Licensee shall only have use of the space for which a contract was granted. Unauthorized use of any facilities on the Greenfield grounds for which

authorization was not specified may result in immediate suspension of the use of the facility.

5. Fireworks, open flames, decorations that may be flammable or combustible, smoke or fog generating equipment or apparatus is prohibited.
6. No one, other than licensed security, shall be permitted to stay on the premises overnight at the amphitheater.
7. Violation of The City of Wilmington signage ordinance will result in a \$100.00 per sign fee. The ordinance is applicable throughout Wilmington's incorporated limits. A copy of the signage ordinance will be made available upon request.